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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

UNIVERSAL ENTERTAINMENT  
CORPORATION, a Japanese corporation

Plaintiff,

v.

ARUZE GAMING AMERICA, INC., a Nevada  
corporation, KAZUO OKADA, an individual

Defendants.

CASE NO.: 2:18-00585-RFB-GWF

**STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER**

The undersigned parties, by and through their counsel of record, hereby stipulate and agree that the handling of confidential material in these proceedings shall be governed by the provisions set forth below:

1. **Applicability of this Protective Order:** This Protective Order does not and will not govern pretrial disclosures of exhibits and witnesses under FRCP 26(a)(3), the pretrial order, and trial in this action, but will otherwise be applicable to and govern the handling of

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1 documents, depositions, deposition exhibits, interrogatory responses, responses to requests for  
2 admissions, responses to requests for production of documents, and all other discovery obtained  
3 pursuant to the Federal Rules of Civil Procedure or other legal process by or from, or produced  
4 on behalf of, a party in connection with this action (this information hereinafter referred to as  
5 “Discovery Material”). As used herein, “Producing Party” or “Disclosing Party” shall refer to  
6 the parties in this action that give testimony or produce documents or other information as well  
7 as to non-parties who have expressly agreed in writing to be bound by the terms of this Order;  
8 “Receiving Party” shall refer to the parties in this action that receive such information, and  
9 “Authorized Recipient” shall refer to any person or entity authorized by Sections 10 and 11 of  
10 this Protective Order to obtain access to Confidential Information, Highly Confidential  
11 Information, or the contents of such Discovery Material.

12  
13       2.       **Designation of Information:** Any Producing Party may designate Discovery  
14 Material that is in its possession, custody, or control to be produced to a Receiving Party as  
15 “Confidential” or “Highly Confidential” under the terms of this Protective Order if the  
16 Producing Party in good faith reasonably believes that such Discovery Material contains non-  
17 public, confidential information as defined in Sections 4 and 5 below.

18       3.       **Exercise of Restraint and Care in Designating Material for Protection:** Each  
19 Producing Party that designates information or items for protection under this Protective Order  
20 must take care to limit any such designation to specific material that qualifies under the  
21 appropriate standards. Mass, indiscriminate or routinized designations are prohibited. The  
22 Producing Party must designate for protection only those parts of material, documents, items, or  
23 oral or written communications that qualify – so that other portions of the material, documents,  
24 items, or communications for which protection is not warranted are not swept unjustifiably  
25 within the ambit of this Order.

26       4.       **Confidential Information:** For purposes of this Protective Order, “Confidential  
27 Information” means any information that constitutes, reflects, or discloses trade secrets, know-  
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1 how, proprietary data, marketing information, financial information, and/or commercially  
2 sensitive business information or data which the designating party in good faith believes in fact  
3 is confidential or the unprotected disclosure of which might result in economic or competitive  
4 injury, and which is not publicly known and cannot be ascertained from an inspection of  
5 publicly available documents, materials, or devices. Confidential Information shall also include  
6 sensitive personal information that is not otherwise publicly available, such as home addresses;  
7 Social Security numbers; dates of birth; employment personnel files; medical information;  
8 home telephone records/numbers; employee disciplinary records; wage statements or earnings  
9 statements; employee benefits data; tax records; and other similar personal financial  
10 information. A party may also designate as “CONFIDENTIAL” compilations of publicly  
11 available discovery materials, which would not be known publicly in a compiled form.

12  
13       **5. Highly Confidential Information:** For purposes of this Protective Order,  
14 Highly Confidential Information is any Confidential Information as defined in Section 4 above  
15 that also includes extremely sensitive, highly confidential, non-public information constituting a  
16 trade secret as defined in NRS 600A.030(5) or 18 U.S.C. § 1839(3) and the disclosure of such  
17 information would create a substantial risk of competitive or business injury to the Producing  
18 Party.

19       **6. Designating Confidential Information or Highly Confidential Information.**  
20 If any party in this action determines in good faith and in accordance with Section 3 above that  
21 any documents, things, or responses produced in the course of discovery in this action should be  
22 designated as Confidential Information or Highly Confidential Information it shall advise any  
23 party who has received such material of this fact, and all copies of such document, things, or  
24 responses, or portions thereof deemed to be confidential shall be marked “CONFIDENTIAL” or  
25 “HIGHLY CONFIDENTIAL” (whether produced in hard copy or electronic form) at the  
26 expense of the designating party and treated as such by all parties. A designating party may  
27 inform another party that a document is Confidential or Highly Confidential by providing the  
28 Bates number of the document in writing. If Confidential or Highly Confidential Information is

1 produced via an electronic form on a computer readable medium (*e.g.*, DVD-ROM), other  
2 digital storage medium, or via Internet transmission, the Producing Party shall affix in a  
3 prominent place on the storage medium or container file on which the information is stored, and  
4 on any container(s) for such medium, the legend “Includes CONFIDENTIAL  
5 INFORMATION” or “Includes HIGHLY CONFIDENTIAL INFORMATION.” Nothing in  
6 this section shall extend confidentiality or the protections associated therewith to any  
7 information that does not otherwise constitute “Confidential Information” or “Highly  
8 Confidential Information” as defined in Paragraphs 4 and 5 herein.

9       7.       **Redaction Allowed:** Any Producing Party may redact from the Discovery  
10 Material it produces matter that the Producing Party claims is subject to the attorney-client  
11 privilege, the work product doctrine, a legal prohibition against disclosure, or any other  
12 privilege from disclosure. Any Producing Party also may redact information that is both  
13 personal and non-responsive, such as a social security number. A Producing Party may not  
14 redact information in an otherwise responsive document solely because the Producing Party  
15 believes that the information is non-responsive. Nor shall a Producing Party withhold non-  
16 privileged, responsive information solely on the grounds that such information is contained in a  
17 document that includes privileged information. The Producing Party shall mark each Discovery  
18 Material where matter has been redacted with a legend stating “REDACTED,” and include an  
19 annotation indicating the specific reason for the redaction (*e.g.*, “REDACTED—Work  
20 Product”). All documents that have been redacted shall be listed in a redaction log produced in  
21 conformity with Nevada law and the Federal Rules of Civil Procedure. Where a document  
22 consists of more than one page, the page on which information has been redacted shall so be  
23 marked. The Producing Party shall preserve an unredacted version of each such document.

24       8.       **Use of Confidential Information or Highly Confidential Information.** Except  
25 as provided herein, Confidential Information and Highly Confidential Information designated or  
26 marked as provided herein shall be used solely for the purposes of this action, shall not be  
27 disclosed to anyone other than those persons identified herein in Sections 11 and 12, and shall  
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1 be handled in such manner until such designation is removed by the designating party or by  
2 order of the Court. Nothing in this Protective Order shall preclude a party or other person from  
3 using his, her, or its own Confidential Information or Highly Confidential Information or from  
4 giving others his, her, or its Confidential Information or Highly Confidential Information.

5 Once the Court enters this Protective Order, a party shall have thirty (30) days to  
6 designate as Confidential or Highly Confidential any documents previously produced in this  
7 action, which it can do by stamping "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on  
8 the document, or informing the other parties of the Bates-numbers of the documents so  
9 designated.

10 **9. Use of Confidential Information and Highly Confidential Information in**  
11 **Depositions.** Counsel for any party shall have the right to disclose Confidential or Highly  
12 Confidential Information at depositions, provided that such disclosure is consistent with this  
13 Protective Order, including Sections 10 and 11. Any counsel of record may request that all  
14 persons not entitled under Sections 10 or 11 of this Protective Order to have access to  
15 Confidential Information or Highly Confidential Information leave the deposition room during  
16 the confidential portion of the deposition. Failure of such other persons to comply with a  
17 request to leave the deposition shall constitute substantial justification for counsel to advise the  
18 witness that the witness need not answer the question where the answer would disclose  
19 Confidential Information or Highly Confidential Information. However, nothing in this Order  
20 shall preclude a party or its attorneys from: (1) showing a document designated as Confidential  
21 or Highly Confidential to an individual who prepared part or all of the document, who has  
22 previously reviewed the document, or who is shown by the document to have received it, or (2)  
23 examining during a deposition any person currently employed by a party or retained as an  
24 expert by a party concerning any Discovery Materials designated by that party as Confidential  
25 or Highly Confidential, which use shall not otherwise affect the status and treatment of such  
26 Confidential or Highly Confidential Information. Additionally, at any deposition session,  
27 counsel to any party (or non-party subject to this Protective Order) may designate portions of a  
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1 deposition transcript and/or video of any deposition (or any other testimony) as containing  
2 Confidential or Highly Confidential Information in accordance with this Order by a statement  
3 on the record during the deposition or by notifying all other parties in writing within fourteen  
4 (14) calendar days of receiving the official transcript or video that it contains Confidential  
5 and/or Highly Confidential Information. Counsel must follow up in writing within thirty (30)  
6 calendar days of receiving the official transcript or video, identifying the specific pages, lines,  
7 and/or counter numbers containing the Confidential or Highly Confidential Information. If no  
8 confidentiality designations are made within the thirty calendar (30) day period, the entire  
9 transcript shall be considered non-confidential. If a deposition is designated as Confidential or  
10 Highly Confidential by a statement on the record during the deposition, then during the thirty  
11 (30) day period, the entire transcript and video shall be treated as Confidential Information (or  
12 Highly Confidential Information if so designated). If a deposition is not designated as  
13 Confidential or Highly Confidential by a statement on the record during the deposition, the  
14 entire transcript and video shall be treated (i) as Highly Confidential Information through the  
15 end of the 14 (fourteen) day period for designation by written notice and (ii) thereafter during  
16 the 30 (thirty) day period as Confidential Information or Highly Confidential Information if so  
17 designated. All originals and copies of deposition transcripts that contain Confidential  
18 Information or Highly Confidential Information shall be prominently marked  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” on the cover thereof and, if and when  
20 filed with the Court, the portions of such transcript so designated shall be requested to be filed  
21 under seal in accordance with LR IA 10-5. Counsel must designate portions of a deposition  
22 transcript as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” within thirty calendar (30)  
23 days of receiving the official transcript. Any DVD or other digital storage medium containing  
24 Confidential or Highly Confidential deposition testimony shall be labeled in accordance with  
25 the provisions of Section 6. The provisions set forth in Section 17 shall govern resolution of  
26 disputes over confidentiality designations regarding deposition transcripts.

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10. **Persons Authorized to Receive Confidential Information.** Confidential Information produced pursuant to this Protective Order may be disclosed or made available only to the Court, court personnel, and to the persons below:

(a) A party, or officers, directors, and employees of a party deemed necessary by counsel to aid in the prosecution, defense, or settlement of this action;

(b) Counsel for a party and its affiliates (including in-house attorneys, outside attorneys associated with the law firm of counsel, and paralegal, clerical, litigation support staff, and secretarial staff employed by such counsel);

(c) An entity retained by a party to provide litigation support services (photocopying, videotaping, translating, preparing exhibits or demonstrations, organizing, storing, retrieving data in any form or medium, etc.) and its employees;

(d) Outside experts or consultants (together with their support staff) retained by a party to assist in the prosecution, defense, or settlement of this action, provided that such an expert or consultant is not a current employee of a direct competitor of a party named in this action;

(e) Court reporter(s) or videographers(s) employed in this action;

(f) A witness at any deposition or other proceeding in this action (1) to whom Confidential or Highly Confidential may be provided as set forth in Section 9 or (2) to whom the Producing Party agrees may be shown certain Discovery Materials designated as Confidential and/or Highly Confidential Information;

(g) Any ESI vendor, translator(s), or interpreter(s) employed in this action;

(h) Any other person as to whom the parties in writing agree or that the Court in these proceedings designates; and

(i) Jury consultants or trial consultants retained by or on behalf of a party to assist outside counsel for any party in connection with this litigation, together with technicians, assistants, or mock jurors who (i) are supervised by such consultants; (ii) are not affiliated with any party to this case or their direct competitor; (iii) agree in writing to be bound by

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1 confidentiality; and (iv) are not themselves given custody of any Confidential or Highly  
2 Confidential Information, nor permitted to remove any presentations, questionnaires or notes  
3 taken during the exercise from any room in which the research is conducted.

4 Any person to whom Confidential Information is disclosed pursuant to subparts (a), (b), (c), (d),  
5 (e), (f), (g), (h), or (i) above shall be advised that the Confidential Information is being disclosed  
6 pursuant to an order of the Court, that the information may not be disclosed by such person to  
7 any person not permitted to have access to the Confidential Information pursuant to this  
8 Protective Order, and that any violation of this Protective Order may result in the imposition of  
9 such sanctions as the Court deems proper. Any person to whom Confidential Information is  
10 disclosed pursuant to subpart (c), (d), (g), (h), or (i) of this Section shall also be required to  
11 execute a copy of the form Exhibit A. The persons shall agree in writing to be bound by the  
12 terms of this Protective Order by executing a copy of Exhibit A (which shall be maintained by  
13 the counsel of record for the party seeking to reveal the Confidential Information) in advance of  
14 being shown the Confidential Information. No party (or its counsel) shall discourage any  
15 persons from signing a copy of Exhibit A. If a person refuses to execute a copy of Exhibit A,  
16 the party seeking to reveal the Confidential Information may seek an order from the Court  
17 directing that the person be bound by this Protective Order. In the event of the filing of such a  
18 motion, Confidential Information may not be disclosed to such person until the Court resolves  
19 the issue. Proof of each written agreement provided for under this Section shall be maintained  
20 by each of the parties while this action is pending and disclosed to the other parties if ordered to  
21 do so by the Court.

22       **11. Persons Authorized to Receive Highly Confidential Information.** “HIGHLY  
23 CONFIDENTIAL” documents and information may be used only in connection with this case  
24 and may be disclosed only to the Court, court personnel, and the persons listed in sub-sections  
25 (b) to (i) of Section 10 above, but shall not be disclosed to a party, or an employee of a party  
26 (other than in-house counsel for a party), unless otherwise agreed or ordered. Any person to  
27 whom Highly Confidential Information is disclosed pursuant to sub-sections (c), (d), (g), (h), or  
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1 (i) of Section 10 above shall also be required to execute a copy of the form Exhibit A, and shall  
2 be subject to the requirements in the preceding paragraph.

3       12.     **Filing of Confidential Information or Highly Confidential Information With**  
4 **Court.** Any party seeking to file or disclose materials designated as Confidential Information  
5 or Highly Confidential Information with the Court in this Action must, concurrently with or  
6 prior to any such filing, seek leave to file such Confidential or Highly Confidential Information  
7 under seal in accordance with LR IA 10-5.

8       13.     **Notice to Non-Parties.** Any party issuing a subpoena to a non-party shall  
9 enclose a copy of this Protective Order with a request that, within ten (10) calendar days, the  
10 non-party either request the protection of this Protective Order or notify the issuing party that  
11 the non-party does not need the protection of this Protective Order or wishes to seek different  
12 protection. Any non-party invoking the Protective Order shall comply with, and be subject to,  
13 all other applicable sections of the Protective Order.

14       14.     **Knowledge of Unauthorized Use or Possession.** If a party receiving  
15 Confidential Information or Highly Confidential Information (“Receiving Party”) learns of any  
16 unauthorized possession, knowledge, use or disclosure of any Confidential Information or  
17 Highly Confidential Information, the Receiving Party shall immediately notify in writing the  
18 party that produced the Confidential Information or Highly Confidential Information (the  
19 “Producing Party”). The Receiving Party shall promptly furnish the Producing Party the full  
20 details of such possession, knowledge, use or disclosure, shall make all reasonable efforts to  
21 retrieve the improperly disclosed information and to prevent further disclosure by each  
22 unauthorized person who received such information. With respect to such unauthorized  
23 possession, knowledge, use or disclosure the Receiving Party shall assist the Producing Party in  
24 preventing its recurrence.

25       15.     **Copies, Summaries or Abstracts.** Any copies, summaries, abstracts or exact  
26 duplications of Confidential Information or Highly Confidential Information shall be marked  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” and shall be considered Confidential  
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1 Information or Highly Confidential Information subject to the terms and conditions of this  
2 Protective Order. Attorney-client communications and attorney work product regarding  
3 Confidential Information or Highly Confidential Information shall not be subject to this Section,  
4 regardless of whether they summarize, abstract, paraphrase, or otherwise reflect Confidential  
5 Information or Highly Confidential Information. This Order shall not bar or otherwise restrict  
6 any attorney of record from rendering advice to his or her client with respect to this litigation,  
7 and referring to or relying generally upon his or her examination of Discovery Material  
8 designated as Confidential or Highly Confidential, provided, however, that in communicating  
9 with his or her client, the attorney shall not disclose the content or source of such Discovery  
10 Material contrary to the terms of this Order.

11  
12 16. **Information Not Confidential.** The restrictions set forth in this Protective  
13 Order shall not be construed to apply to any information or materials that:

14 (a) Were lawfully in the Receiving Party's possession prior to such  
15 information being designated as Confidential or Highly Confidential Information in this action,  
16 and that the Receiving Party is not otherwise obligated to treat as confidential;

17 (b) Were obtained without any benefit or use of Confidential or Highly  
18 Confidential Information from a third party having the right to disclose such information to the  
19 Receiving Party without restriction or obligation of confidentiality;

20 (c) Were independently developed after the time of disclosure by personnel  
21 who did not have access to the Producing Party's Confidential or Highly Confidential  
22 Information;

23 (d) Have been or become part of the public domain by publication or  
24 otherwise and not due to any unauthorized act or omission on the part of a Receiving Party; or

25 (e) Under law, have been declared to be in the public domain.

26 17. **Challenges to Designations.** Any party may object to the designation of  
27 Confidential Information or Highly Confidential Information on the ground that such  
28 information does not constitute Confidential Information or Highly Confidential Information by

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1 serving written notice upon counsel for the Producing Party, specifying the item(s) by Bates  
2 number. The parties shall attempt to resolve each challenge in good faith through a meet and  
3 confer (as defined in LR IA 1-3(f)) to be initiated by the Producing Party within 14 days of the  
4 date of service of the notice. If the parties cannot resolve a challenge without court  
5 intervention, the Producing Party shall file and serve a motion to retain confidentiality within 21  
6 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and  
7 confer process will not resolve their dispute, whichever is earlier. Failure by the Producing  
8 Party to make such a motion (including the declaration required under LR II 26-7) within 21  
9 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for  
10 each challenged designation. The burden of persuasion in any such challenge proceeding shall  
11 be on the Producing Party. Unless the Producing Party has waived the confidentiality  
12 designation by failing to file a motion to retain confidentiality as described above, all parties  
13 shall continue to afford the material in question the level of protection to which it is entitled  
14 under the Producing Party's designation until the Court rules on the motion.

15  
16 18. **Use in Court.** If any Confidential Information or Highly Confidential  
17 Information is used in any pretrial Court proceeding in this action, it shall not necessarily lose  
18 its confidential status through such use, and the party using such information shall take all  
19 reasonable steps to maintain its confidentiality during such use.

20 19. **No Waiver.** This Protective Order is entered solely for the purpose of  
21 facilitating the exchange of documents and information among the parties to this action without  
22 involving the Court unnecessarily in the process. Nothing in this Protective Order nor the  
23 production of any information or document under the terms of this Protective Order, nor any  
24 proceedings pursuant to this Protective Order shall be deemed to be a waiver of any rights or  
25 objections to challenge the authenticity or admissibility of any document, testimony or other  
26 evidence at trial. Additionally, this Protective Order will not prejudice the right of any party or  
27 nonparty to oppose production of any information on the ground of attorney-client privilege;  
28 work product doctrine or any other privilege or protection provided under the law. Entry of this

1 Protective Order does not preclude any party from seeking or opposing additional protection for  
2 particular information.

3       20.     **Reservation of Rights.** The Parties each reserve (1) the right to seek or oppose  
4 additional or different protection for particular information, documents, materials, items or  
5 things; and (2) the right to object to the production, disclosure and/or use of any information,  
6 documents, materials, items and/or things that a Party designates or marks as containing  
7 Confidential Information on any other ground(s) it may deem appropriate, including, without  
8 limitation, on the ground of attorney-client privilege, work product, and/or any other privilege  
9 or protection provided under applicable law. This Stipulation shall neither enlarge nor affect  
10 the proper scope of discovery in this Action. In addition, this Stipulation shall not limit or  
11 circumscribe in any manner any rights the Parties (or their respective counsel) may have under  
12 common law or pursuant to any state, federal, or foreign statute or regulation, and/or ethical  
13 rule.

14       21.     **Inadvertent Failure to Designate.** The inadvertent failure to designate  
15 information produced in discovery as Confidential or Highly Confidential shall not be deemed,  
16 by itself, to be a waiver of the right to so designate such discovery materials as Confidential  
17 Information or Highly Confidential Information. Within a reasonable time of learning of any  
18 such inadvertent failure, the Producing Party shall notify all receiving parties of such  
19 inadvertent failure and take such other steps as necessary to correct such failure after becoming  
20 aware of it. Disclosure of such discovery materials to any other person prior to later designation  
21 of the discovery materials in accordance with this Section shall not violate the terms of this  
22 Protective Order. However, immediately upon being notified of an inadvertent failure to  
23 designate, all parties shall treat such information as though properly designated and take any  
24 actions necessary to prevent any unauthorized disclosure subject to the provisions of Section 17,  
25 including seeking retrieval or destruction of any copies distributed to unauthorized individuals,  
26 and destroying copies of documents that have been replaced with the proper designation.

27       22.     **No Waiver of Privilege:** Inadvertent disclosure (including production) of  
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1 information that a party or non-party later claims should not have been disclosed because of a  
2 privilege, including, but not limited to, the attorney-client privilege or work product doctrine  
3 (“Privileged Information”), shall not constitute a waiver of, or estoppel as to, any claim of  
4 attorney-client privilege, attorney work product, or other ground for withholding production as  
5 to which the Disclosing or Producing Party would be entitled in the Litigation. Promptly upon  
6 learning of the inadvertent disclosure, however, the Producing Party must notify the Receiving  
7 Party of the inadvertent production and request return, sequestration, or destruction of  
8 documents.

9       **23. Effect of Disclosure of Privileged Information:** The Receiving Party hereby  
10 agrees to return, sequester, or destroy any Privileged Information disclosed or produced by  
11 Disclosing or Producing Party upon request; but doing so shall not preclude the Receiving Party  
12 from seeking to compel production of those materials, nor constitute an admission that the  
13 materials were, in fact, privileged, and the Producing Party must preserve any such documents.  
14 If the Receiving Party reasonably believes that Privileged Information has been inadvertently  
15 disclosed or produced to it, it shall promptly notify the Disclosing or Producing Party and  
16 sequester such information until instructions as to disposition are received.

17       **24. Inadvertent Production of Non-Discoverable Documents.** If a Producing  
18 Party inadvertently produces a document that contains no discoverable information, the  
19 Producing Party may request in writing that the Receiving Party return the document, and the  
20 Receiving Party will return the document. A Producing Party may not request the return of a  
21 document pursuant to this paragraph if the document contains any discoverable information. If  
22 a Producing Party inadvertently fails to redact personal information (for example, a social  
23 security number), the Producing Party may provide the Receiving Party a substitute version of  
24 the document that redacts the personal information, and the Receiving Party shall destroy or  
25 return the original, unredacted document to the Producing Party.

26       **25. Return of Information.** Within thirty (30) calendar days after the final  
27 disposition of this action, all Confidential Material and/or Highly Confidential Material  
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1 produced by an opposing party or non-party (including, without limitation, any copies, extracts  
2 or summaries thereof) as part of discovery in this action shall be destroyed by the parties to  
3 whom the Confidential Material and/or Highly Confidential Material was produced, and each  
4 counsel shall, by declaration delivered to all counsel for the Producing Party, affirm that all  
5 such Confidential Material and/or Highly Confidential Material (including, without limitation,  
6 any copies, extracts or summaries thereof) has been destroyed; provided, however, that each  
7 counsel shall be entitled to retain pleadings, motions and memoranda in support thereof,  
8 declarations or affidavits, deposition transcripts and videotapes, or documents reflecting  
9 attorney work product or consultant or expert work product, even if such material contains or  
10 refers to Confidential Material and/or Highly Confidential Material, but only to the extent  
11 necessary to preserve a litigation file with respect to this action.

12       26.     **Attorneys' Fees.** Nothing in this Protective Order is intended to either expand  
13 or limit a prevailing Party's right under the Federal Rules of Civil Procedure or other applicable  
14 state or federal law to pursue costs and attorney's fees incurred related to confidentiality  
15 designations or the abuse of the process described herein.

16       27.     **Injunctive Relief Available.** Each party acknowledges that monetary remedies  
17 may be inadequate to protect each party in the case of unauthorized disclosure or use of  
18 Confidential Information or Highly Confidential Information that the Receiving Party only  
19 received through discovery in this action and that injunctive relief may be appropriate to protect  
20 each party's rights in the event there is any such unauthorized disclosure or use of Confidential  
21 Information or Highly Confidential Information.

22       28.     **Other Actions And Proceedings.** If a Receiving Party (a) is subpoenaed in  
23 another action or proceeding, (b) is served with a demand in another action or proceeding in  
24 which it is a party, or (c) is served with any legal process by one not a party to this Protective  
25 Order, seeking materials which were produced or designated as Confidential or Highly  
26 Confidential pursuant to this Protective Order, the Receiving Party shall give prompt actual  
27 written notice by email or mail to counsel of record for such Producing Party within five (5)  
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1 business days of receipt of such subpoena, demand or legal process or such shorter notice as  
2 may be required to provide other parties with the opportunity to object to the immediate  
3 production of the requested discovery materials to the extent permitted by law. The burden of  
4 opposing enforcement of the subpoena shall fall upon the party or non-party who produced or  
5 designated the Discovery Material as Confidential or Highly Confidential Information. The  
6 party receiving the subpoena shall not produce any documents in response to the subpoena until  
7 the party whose Discovery Material was produced in this case has reasonable time to seek court  
8 protection from such production in response to the subpoena in the action or proceeding.

9       **29. Execution in Counterparts.** This Protective Order may be signed in  
10 counterparts, and a fax or “PDF” signature shall have the same force and effect as an original  
11 ink signature.

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30. **Order Survives Termination.** This Protective Order shall survive the termination of this action, and the Court shall retain jurisdiction to resolve any dispute concerning the use of information disclosed hereunder.

HOLLAND & HART LLP

EVANS FEARS & SCHUTTERT LLP

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By: /s/ Jay J. Schuttert, Esq.

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*Attorneys for Defendant Aruze Gaming  
America, Inc.*

**IT IS SO ORDERED.**

**ORDER**



UNITED STATES MAGISTRATE JUDGE

DATED: 8-14-2018

CASE NO.: 2:18-cv-00585-RFB-GWF



EXHIBIT A

**CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_ do hereby acknowledge and agree, under penalty of perjury, as follows:

1. I have read the Stipulated Confidentiality Agreement and Protective Order (“the Protective Order”) entered in *Universal Entertainment Corp. v. Aruze Gaming America, Inc.*, Case No. 2:18-cv-00585-RFB-GWF on \_\_\_\_\_, 20\_\_\_\_, and I fully understand its contents.

2. I hereby agree and consent to be bound by the terms of the Protective Order and to comply with it in all respects, and to that end, I hereby knowingly and voluntarily submit and subject myself to the personal jurisdiction of the United States District Court for the District of Nevada so that the said court shall have the power and authority to enforce the Protective Order and to impose appropriate sanctions upon me for knowingly violating the Protective Order, including punishment for contempt of court for a knowing violation of the Protective Order.

3. I understand that by signing this instrument, I will be eligible to receive “Confidential Information” and/or “Highly Confidential Information” under the terms and conditions of the Protective Order. I further understand and agree that I must treat any “Confidential Information” and/or “Highly Confidential Information” in accordance with the terms and conditions of the Protective Order, and that, if I should knowingly make a disclosure of any such information in a manner unauthorized by the Protective Order, I will have violated a court order, will be in contempt of court, and will be subject to punishment by the court for such conduct.

DATED: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_

(Address)